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12  
13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**  
15

16 GOLD VALUE INTERNATIONAL  
17 TEXTILE, INC.,

18 Plaintiff,

19 v.

20 ROYAL CONCEPT; *et al.*,

21 Defendants.

Case No.: 15-CV-08656-SJO (JCx)

**ORDER TO STIPULATED  
PROTECTIVE ORDER**

22 Pursuant to Fed.R.Civ.P. 26(c), the parties to this lawsuit, through  
23 undersigned counsel, jointly submit this Stipulated Protective Order to govern the  
24 handling of information and materials produced in the course of discovery or filed  
25 with the Court in this action.

26 **GOOD CAUSE STATEMENT**

27 It is the intent of the parties and the Court that information will not be  
28 designated as confidential for tactical reasons in this case and that nothing shall be

1 designated without a good faith belief that there is good cause why it should not be  
2 part of the public record of this case. Examples of confidential information that the  
3 parties may seek to protect from unrestricted or unprotected disclosure include:

- 4 (a) Information that is the subject of a non-disclosure or  
5 confidentiality agreement or obligation;
- 6 (b) The names, or other information tending to reveal the identity  
7 of a party's supplier, designer, distributor, or customer;
- 8 (c) Agreements with third-parties, including license agreements,  
9 distributor agreements, manufacturing agreements, design  
10 agreements, development agreements, supply agreements, sales  
11 agreements, or service agreements;
- 12 (d) Research and development information;
- 13 (e) Proprietary engineering or technical information, including  
14 product design, manufacturing techniques, processing  
15 information, drawings, memoranda and reports;
- 16 (f) Information related to budgets, sales, profits, costs, margins,  
17 licensing of technology or designs, product pricing, or other  
18 internal financial/accounting information, including non-public  
19 information related to financial condition or performance and  
20 income or other non-public tax information;
- 21 (g) Information related to internal operations including personnel  
22 information;
- 23 (h) Information related to past, current and future product  
24 development;
- 25 (i) Information related to past, current and future market analyses  
26 and business and marketing development, including plans,  
27 strategies, forecasts and competition; and  
28

1 (j) Trade secrets (as defined by the jurisdiction in which the  
2 information is located).

3 Unrestricted or unprotected disclosure of such confidential technical,  
4 commercial or personal information would result in prejudice or harm to the  
5 producing party by revealing the producing party's competitive confidential  
6 information, which has been developed at the expense of the producing party and  
7 which represents valuable tangible and intangible assets of that party.  
8 Additionally, privacy interests must be safeguarded. Accordingly, the parties  
9 respectfully submit that there is good cause for the entry of this Protective Order.

10 The parties agree, subject to the Court's approval, that the following terms  
11 and conditions shall apply to this civil action.

12 1. Designated Material.

13 1.1 Information or material may be designated for confidential treatment  
14 pursuant to this Protective Order by any party, person or entity producing or  
15 lodging it in this action (the "Designating Party"), if: (a) produced or served,  
16 formally or informally, pursuant to the Federal Rules of Civil Procedure or in  
17 response to any other formal or informal discovery request in this action; and/or  
18 (b) filed or lodged with the Court. All such information and material and all  
19 information or material derived from it constitutes "Designated Material" under  
20 this Protective Order.

21 1.2 Unless and until otherwise ordered by the Court or agreed to in  
22 writing by the parties, all Designated Materials designated under this Protective  
23 Order shall be used by the parties and persons receiving such Designated  
24 Materials solely for conducting the above-captioned litigation and any appellate  
25 proceeding relating thereto. Designated Material shall not be used by any party  
26 or person receiving them for any business or any other purpose. No party or  
27 person shall disclose Designated Material to any other party or person not entitled  
28

1 to receive such Designated Material under the specific terms of this Protective  
 2 Order. For purposes of this Protective Order, “disclose” or “disclosed” means to  
 3 show, furnish, reveal or provide, indirectly or directly, any portion of the  
 4 Designated Material or its contents, orally or in writing, including the original or  
 5 any copy of the Designated Material.

6 2. Access to Designated Materials.

7 2.1 Materials Designated “CONFIDENTIAL”: Subject to the limitations  
 8 set forth in this Protective Order, Designated Material may be marked

9 “CONFIDENTIAL” for the purpose of preventing the disclosure of information  
 10 or materials that the designating party in good faith believes is confidential.

11 Before designating any specific information or material “CONFIDENTIAL,” the  
 12 Designating Party’s counsel shall make a good faith determination that the  
 13 information warrants protection under Rule 26(c) of the Federal Rules of Civil  
 14 Procedure. Such information may include, but is not limited to:

15 (a) The financial performance or results of the Designating Party,  
 16 including without limitation income statements, balance sheets, cash flow  
 17 analyses, budget projections, and present value calculations;

18 (b) Corporate and strategic planning by the Designating Party, including  
 19 without limitation marketing plans, competitive intelligence reports, sales  
 20 projections and competitive strategy documents;

21 (c) Names, addresses, and other information that would identify  
 22 customers or prospective customers, or the distributors or prospective distributors  
 23 of the Designating Party;

24 (d) Technical data, research and development data, and any other  
 25 confidential commercial information, including but not limited to trade secrets of  
 26 the Designating Party;

27 (e) Information used by the Designating Party in or pertaining to its  
 28 trade or business, which information the Designating Party believes in good faith

1 has competitive value, which is not generally known to others and which the  
2 Designating Party would not normally reveal to third parties except in  
3 confidence, or has undertaken with others to maintain in confidence;

4 (f) Information which the Designating Party believes in good faith falls  
5 within the right to privacy guaranteed by the laws of the United States or  
6 California; and

7 (g) Information which the Designating Party believes in good faith to  
8 constitute, contain, reveal or reflect proprietary, financial, business, technical, or  
9 other confidential information.

10 (h) The fact that an item or category is listed as an example in this or  
11 other sections of this Protective Order does not, by itself, render the item or  
12 category discoverable.

13 2.1.0 Materials designated “CONFIDENTIAL” may be disclosed only to  
14 the following Designees:

15 2.1.1 Persons who appear on the face of Designated Materials marked  
16 “CONFIDENTIAL” as an author, addressee, or recipient thereof;

17 2.1.2 Counsel retained as outside litigation attorneys of record in this  
18 action, and their respective associates, clerks, legal assistants, stenographic,  
19 videographic and support personnel, and other employees of such outside  
20 litigation attorneys, and organizations retained by such attorneys to provide  
21 litigation support services in this action and the employees of said organizations.  
22 “Counsel” explicitly excludes any in-house counsel whether or not they are  
23 attorneys of record in this action.

24 2.1.3 Consultants, including non-party experts and consultants retained or  
25 employed by Counsel to assist in the preparation of the case, to the extent they  
26 are reasonably necessary to render professional services in this action, and subject  
27 to the disclosure requirements of section 2.3. Each consultant must sign a  
28 certification that he or she has read this Stipulated Protective Order, will abide by

1 its provisions, and will submit to the jurisdiction of this Court regarding the  
2 enforcement of this Order's provisions.

3 2.1.4 A party's officers and/or employees, which may include in-house  
4 counsel.

5 2.1.5 The Court, its clerks and secretaries, and any court reporter retained  
6 to record proceedings before the Court;

7 2.2 Materials Designated "HIGHLY CONFIDENTIAL – ATTORNEYS'  
8 EYES ONLY": Subject to the limitations in this Protective Order, Designated  
9 Materials may be marked "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
10 ONLY" for the purpose of preventing the disclosure of information or materials  
11 which, if disclosed to the receiving party, might cause competitive harm to the  
12 Designating Party. Information and material that may be subject to this  
13 protection includes, but is not limited to, technical and/or research and  
14 development data, intellectual property, financial, marketing and other sales data,  
15 and/or information having strategic commercial value pertaining to the  
16 Designating Party's trade or business. Nothing in paragraph 2.1 shall limit the  
17 information or material that can be designated "HIGHLY CONFIDENTIAL –  
18 ATTORNEYS' EYES ONLY" under this paragraph. Before designating any  
19 specific information "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
20 ONLY," the Designating Party's counsel shall make a good faith determination  
21 that the information warrants such protection.

22 2.2.0 Materials designated "HIGHLY CONFIDENTIAL – ATTORNEYS'  
23 EYES ONLY" materials may be disclosed only to the following Designees:

24 2.2.1 Persons who appear on the face of Designated Materials marked  
25 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" as an author,  
26 addressee, or recipient thereof;

27 2.2.2 Counsel for the parties to this action, as defined in section 2.1.2;

28 2.2.3 Consultants for the parties to this action, as defined in section 2.1.3;

1 and

2 2.2.4 The Court, its clerks and secretaries, and any court reporter retained  
3 to record proceedings before the Court.

4 2.2.5 Court reporters retained to transcribe depositions.

5 2.3 If any party wishes to disclose information or materials designated  
6 under this Protective Order as “CONFIDENTIAL,” or “HIGHLY  
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to any Consultant, it must  
8 first identify that individual to the Counsel for the Designating Party and submit a  
9 Certification of Consultant pursuant to Section 3.

10 2.4 Legal Effect of Designation. The designation of any information or  
11 materials as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
12 ATTORNEYS’ EYES ONLY” is intended solely to facilitate the conduct of this  
13 litigation. Neither such designation nor treatment in conformity with such  
14 designation shall be construed in any way as an admission or agreement by any  
15 party that the Designated Materials constitute or contain any trade secret or  
16 confidential information. Except as provided in this Protective Order, no party to  
17 this action shall be obligated to challenge the propriety of any designation, and a  
18 failure to do so shall not preclude a subsequent attack on the propriety of such  
19 designation.

20 2.5 Nothing herein in any way restricts the ability of the receiving party  
21 to use “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
22 EYES ONLY” material produced to it in examining or cross-examining any  
23 employee or consultant of the Designating Party.

24 2.6 The parties agree that the Plaintiff may be provided the alleged  
25 infringers’ full identities, revenues, and gross profits numbers related to sales of  
26 the accused product(s), notwithstanding any party’s designation of documents  
27 showing such figures as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
28 ONLY”.

1           3.     Certificates Concerning Designated Materials. Each Consultant as  
2 defined in section 2.1.3, to whom any Designated Materials will be disclosed  
3 shall, prior to disclosure of such material, execute the Acknowledgement of  
4 Stipulated Protective Order in the form attached hereto as Exhibit A. Counsel  
5 who makes any disclosure of Designated Materials shall retain each executed  
6 Acknowledgement of Stipulated Protective Order and shall circulate copies to all  
7 Counsel for the opposing party concurrently with the identification of the  
8 Consultant to the attorneys for the Designating Party pursuant to Section 2.3.

9           4.     Use of Designated Materials by Designating Party. Nothing in this  
10 Protective Order shall limit a Designating Party's use of its own information or  
11 materials, or prevent a Designating Party from disclosing its own information or  
12 materials to any person. Such disclosure shall not affect any designations made  
13 pursuant to the terms of this Protective Order.

14           5.     Manner of Designating Written Materials.

15           5.1 Documents, discovery responses and other written materials shall be  
16 designated as "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL –  
17 ATTORNEYS' EYES ONLY" whether in whole or in part, as follows.

18           5.2 The producing party shall designate materials by placing the legend  
19 "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
20 ONLY" on each page so designated prior to production. If the first or cover page  
21 of a multi-page document bears the legend "CONFIDENTIAL," or "HIGHLY  
22 CONFIDENTIAL – ATTORNEYS' EYES ONLY" the entire document shall be  
23 deemed so designated, and the absence of marking each page shall not constitute  
24 a waiver of the terms of this Order. If the label affixed to a computer disk  
25 containing multiple files bears the legend "CONFIDENTIAL," or  
26 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" the entire disk shall be  
27 deemed so protected, and the absence of marking of each file shall not constitute  
28 a waiver of the terms of this Order.

1           5.3 A designation of ““CONFIDENTIAL,” or “HIGHLY  
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as to any item, thing or  
3 object that cannot otherwise be categorized as a document, shall be made: (1) by  
4 placing the legend “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
5 ATTORNEYS’ EYES ONLY” on the thing, object or container within which it is  
6 stored; or (2) by specifically identifying, in writing, the item and the level of  
7 confidentiality designation, where such labeling is not feasible.

8           5.4 When a party wishes to designate as “CONFIDENTIAL,” or  
9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials  
10 produced by someone other than the Designating Party (a “Producing Party”),  
11 such designation shall be made:

12           5.4.1 Within fifteen (15) business days from the date that the Designating  
13 Party receives copies of the materials from the producing or disclosing entity; and

14           5.4.2 By notice to all parties to this action and to the Producing Party, if  
15 such party is not a party to this action, identifying the materials to be designated  
16 with particularity (either by production numbers or by providing other adequate  
17 identification of the specific material). Such notice shall be sent by facsimile and  
18 regular mail.

19           5.4.3. A party shall be permitted to designate as “CONFIDENTIAL,” or  
20 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material produced  
21 by a Producing Party only where:

22           a. The material being produced was provided to or developed by such  
23 Producing Party: (i) under a written confidentiality agreement with the Designating  
24 Party; or (ii) within a relationship with the Designating Party (or a party operating  
25 under the control thereof) in which confidentiality is imposed by law (including,  
26 but not limited, to the employment relationship and the vendor-customer  
27 relationship); and  
28

1           b. The material being produced would be considered confidential material  
2 of the Designating Party under Section 2.1 of this Agreement if it were in the  
3 possession of the Designating Party.

4           5.5    Upon notice of designation, all persons receiving notice of the  
5 requested designation of materials shall:

6           5.5.1 Make no further disclosure of such Designated Material or  
7 information contained therein, except as allowed in this Protective Order;

8           5.5.2 Take reasonable steps to notify any persons known to have  
9 possession of or access to such Designated Materials of the effect of such  
10 designation under this Protective Order; and

11          5.5.3 If “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
12 ATTORNEYS’ EYES ONLY” material or information contained therein is  
13 disclosed to any person other than those entitled to disclosure in the manner  
14 authorized by this Protective Order, the party responsible for the disclosure shall,  
15 immediately upon learning of such disclosure, inform the Designating Party in  
16 writing of all pertinent facts relating to such disclosure, and shall make every  
17 effort to prevent further disclosure by the unauthorized person(s).

18          6.    Manner of Designating Deposition Testimony.

19          6.1    Deposition transcripts and portions thereof taken in this action may  
20 be designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
21 ATTORNEYS’ EYES ONLY” during the deposition or after, in which case the  
22 portion of the transcript containing Designated Material shall be identified in the  
23 transcript by the Court Reporter as “CONFIDENTIAL,” or “HIGHLY  
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The designated testimony  
25 shall be bound in a separate volume and marked by the reporter accordingly.

26          6.2    Where testimony is designated during the deposition, the  
27 Designating Party shall have the right to exclude, at those portions of the  
28

1 deposition, all persons not authorized by the terms of this Protective Order to  
2 receive such Designated Material.

3       6.3     Within thirty (30) days after a deposition transcript is certified by the  
4 court reporter, any party may designate pages of the transcript and/or its exhibits  
5 as Designated Material. During such thirty (30) day period, the transcript in its  
6 entirety shall be treated as “HIGHLY CONFIDENTIAL” (including those  
7 portions identified earlier as “HIGHLY CONFIDENTIAL – ATTORNEYS’  
8 EYES ONLY” which shall be treated accordingly from the date of designation).  
9 If any party so designates such material, the parties shall provide written notice of  
10 such designation to all parties within the thirty (30) day period. Designated  
11 Material within the deposition transcript or the exhibits thereto may be identified  
12 in writing by page and line, or by underlining and marking such portions  
13 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
14 ONLY” and providing such marked-up portions to all counsel.

15       7.     Copies. All complete or partial copies of a document that disclose  
16 Designated Materials shall be subject to the terms of this Protective Order.

17       8.     Court Procedures.

18       8.1    Disclosure of Designated Material to Court Officials. Subject to the  
19 provisions of this section, Designated Material may be disclosed to the Court,  
20 Court officials or employees involved in this action (including court reporters,  
21 persons operating video recording equipment at depositions, and any special  
22 master, referee, expert, technical advisor or Third-Party Consultant appointed by  
23 the Court), and to the jury in this action, and any interpreters interpreting on  
24 behalf of any party or deponent.

25       8.2    Filing Designated Materials with the Court. Nothing in this Order  
26 shall vary the requirements for filing under Seal imposed by the Federal Rules of  
27 Civil Procedure or the Local Rules of this Court. If a party wishes to file with the  
28 Court any document, transcript or thing containing information which has been

1 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
 2 ATTORNEYS’ EYES ONLY” that Party shall follow the procedures set forth in  
 3 Local rule 79-5.2.2 (which sets out different procedures depending upon whether  
 4 or not the party seeking to file material under seal is the same party which  
 5 designated the material as confidential) and ensure the materials are marked with  
 6 the legend:

7 **“[CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**  
 8 **ONLY] INFORMATION SUBJECT TO PROTECTIVE ORDER.”**

9 Filing the document under seal shall not bar any party from unrestricted use  
 10 or dissemination of those portions of the document that do not contain material  
 11 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
 12 ATTORNEYS’ EYES ONLY.” If a filing party fails to seek to file under seal  
 13 items which a party in good faith believes to have been designated as or to  
 14 constitute “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
 15 ATTORNEYS’ EYES ONLY” material, such party may move the Court to file  
 16 said information under seal within four (4) days of service of the original filing.  
 17 Notice of such designation shall be given to all parties. Nothing in this provision  
 18 relieves a party of liability for damages caused by failure to properly seek the filing  
 19 of Designated Material under seal in accordance with Local Rule 79-5.2.2.

20 8.3 Retrieval of Designated Materials. The party responsible for lodging  
 21 or filing the Designated Materials shall be responsible for retrieving such  
 22 Designated Materials from the Court following the final termination of the action  
 23 (including after any appeals), to the extent the Court permits such retrieval.

## 24 9 CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 9.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 26 designation of confidentiality at (the “Challenging Party”) at any time consistent  
 27 with the Court’s scheduling order(s). Unless a prompt challenge to a Designating  
 28 Party’s confidentiality designation is necessary to avoid foreseeable, substantial

1 unfairness, unnecessary economic burdens, or a significant disruption or delay of  
2 the litigation, a Party does not waive its right to challenge a confidentiality  
3 designation by electing not to mount a challenge promptly after the original  
4 designation is disclosed.

5       9.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process by providing written notice of each designation it is challenging  
7 and describing the basis for each challenge. To avoid ambiguity as to whether a  
8 challenge has been made, the written notice must recite that the challenge to  
9 confidentiality is being made in accordance with this specific paragraph of the  
10 Protective Order. The parties shall attempt to resolve each challenge in good faith  
11 and must begin the process by conferring directly (in voice to voice dialogue; other  
12 forms of communication are not sufficient) within 14 days of the date of service of  
13 notice. In conferring, the Challenging Party must explain the basis for its belief  
14 that the confidentiality designation was not proper and must give the Designating  
15 Party an opportunity to review the designated material, to reconsider the  
16 circumstances, and, if no change in designation is offered, to explain the basis for  
17 the chosen designation. A Challenging Party may proceed to the next stage of the  
18 challenge process only if it has engaged in this meet and confer process first or  
19 establishes that the Designating Party is unwilling to participate in the meet and  
20 confer process in a timely manner.

21       9.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
22 court intervention, the Challenging Party shall file and serve a motion to challenge  
23 confidentiality under Civil Local Rule 37-1 *et seq.* (and in compliance with Civil  
24 Local Rule 79-5.1, if applicable) within 21 days of the initial notice of challenge or  
25 within 14 days of the parties agreeing that the meet and confer process will not  
26 resolve their dispute, whichever is earlier. Each such motion must be accompanied  
27 by a competent declaration affirming that the movant has complied with the meet  
28 and confer requirements imposed in the preceding paragraph. Failure by the

1 Challenging Party to make such a motion including the required declaration within  
2 21 days (or 14 days, if applicable) shall automatically waive the ability to  
3 challenge the confidentiality designation for each challenged designation. In  
4 addition, the Designating Party may file a motion for a protective order preserving  
5 the confidential designation at any time if there is good cause for doing so. Any  
6 motion brought pursuant to this provision must be accompanied by a competent  
7 declaration affirming that the movant has complied with the meet and confer  
8 requirements imposed by the preceding paragraph.

9 The burden of persuasion in any such challenge proceeding shall be on the  
10 Designating Party. Frivolous challenges and those made for an improper purpose  
11 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
12 expose the Challenging Party to sanctions. Until such time as a determination has  
13 been made on any such motion by the Court, all parties shall continue to afford the  
14 material in question the level of protection to which it is entitled under the  
15 Producing Party's designation until the court rules on the challenge.

16 10. Client Communication. Nothing in this Protective Order shall  
17 prevent or otherwise restrict counsel from rendering advice to their clients and, in  
18 the course of rendering such advice, relying upon the examination of Designated  
19 Material. In rendering such advice and otherwise communicating with the client,  
20 however, counsel shall not disclose any Designated Material, except as otherwise  
21 permitted by this Protective Order.

22 11. No Prejudice.

23 11.1 This Protective Order shall not diminish any existing obligation or  
24 right with respect to Designated Material, nor shall it prevent a disclosure to  
25 which the Designating Party consented in writing before the disclosure takes  
26 place.

1           11.2 Unless the parties stipulate otherwise, evidence of the existence or  
2 nonexistence of a designation under this Protective Order shall not be admissible  
3 for any purpose during any proceeding on the merits of this action.

4           11.3 If any party required to produce documents contends that it  
5 inadvertently produced any Designated Material without marking it with the  
6 appropriate legend, or inadvertently produced any Designated Material with an  
7 incorrect legend, the producing party may give written notice to the receiving  
8 party or parties, including appropriately stamped substitute copies of the  
9 Designated Material. If the parties collectively agree to replacement of the  
10 Designated Material, then the documents will be so designated. Within five (5)  
11 business days of receipt of the substitute copies, the receiving party shall return  
12 the previously unmarked or mismarked items and all copies thereof. If the parties  
13 do not collectively agree to replacement of the Designated Material, the  
14 producing party shall comply with the procedure of Local Rule 37 in seeking  
15 protection for the inadvertently produced material.

16           11.4 Neither the provisions of this Protective Order, nor the filing of any  
17 material under seal, shall prevent the use in open court, in deposition, at any  
18 hearing, or at trial of this case of any material that is subject to this Protective  
19 Order or filed under seal pursuant to its provisions. At deposition, the party using  
20 Designated Material must request that the portion of the proceeding where use is  
21 made be conducted so as to exclude persons not qualified to receive such  
22 Designated Material. At trial, the party using Designated Material must request  
23 that the portion of the proceeding where use is made be conducted so as to  
24 exclude persons not qualified to receive such Designated Material. All  
25 confidentiality designations or legends placed pursuant to this Stipulated  
26 Protective Order shall be removed from any document or thing used as a trial  
27 exhibit in this case. The removal of such confidentiality designations or legends  
28 under the preceding sentence shall not affect the treatment of such documents and

1 things as Designated Material under this Stipulated Protective Order. Upon  
2 request of a party, the parties shall meet and confer concerning the use and  
3 protection of Designated Material in open court at any hearing. Prior to the  
4 pretrial conference, the parties shall meet and confer concerning appropriate  
5 methods for dealing with Designated Material at trial.

6 11.5 Any inadvertent production of documents containing privileged  
7 information shall not be deemed to be a waiver of the attorney-client privilege,  
8 work product doctrine, or any other applicable privilege or doctrines. All parties  
9 specifically reserve the right to demand the return of any privileged documents  
10 that it may produce inadvertently during discovery if the producing party  
11 determines that such documents contain privileged information. After receiving  
12 notice of such inadvertent production by the producing party, the receiving party  
13 agrees to make reasonable and good faith efforts to locate and return to the  
14 producing party all such inadvertently produced documents.

15 12. Modification and Survival.

16 12.1 Modification. The parties reserve the right to seek modification of  
17 this Protective Order at any time for good cause. The parties agree to meet and  
18 confer prior to seeking to modify this Protective Order for any reason. The  
19 restrictions imposed by this Protective Order may only be modified or terminated  
20 by written stipulation of all parties or by order of this Court. Parties entering into  
21 this Protective Order will not be deemed to have waived any of their rights to  
22 seek later amendment to this Protective Order.

23 12.2 Survival and Return of Designated Material. This Protective Order  
24 shall survive termination of this action prior to trial of this action. Upon final  
25 termination of the action prior to trial of this action, and at the written request  
26 of the Designating Party, all Designated Material, including deposition  
27 testimony, and all copies thereof, except for copies of designated materials in  
28 the possession of the Court or Court personnel, shall be returned to counsel

1 for the Designating Party or, at the option of the Designating Party, shall be  
2 destroyed. Upon request for the return or destruction of Designated  
3 Materials, counsel shall certify their compliance with this provision and shall  
4 serve such certification to counsel for the Designating Party not more than  
5 ninety (90) days after the written request to return or destroy Designated  
6 Materials. Counsel who have submitted one or more Certificate(s) prepared  
7 pursuant to Section 3 do not need to retain such Certificate(s) past the ninety  
8 (90) day period.

9 13. No Contract. This Protective Order shall not be construed to  
10 create a contract between the parties or between the parties and their  
11 respective counsel.

12 14. Court's Retention of Jurisdiction. The Court retains jurisdiction  
13 after final termination of the action prior to trial, to enforce this Stipulation.

14 15. Exception for Public Information. Nothing in this Stipulation shall be  
15 deemed in any way to restrict the use of documents or information which are  
16 lawfully obtained or publicly available to a party independently of discovery in this  
17 action, whether or not the same material has been obtained during the course of  
18 discovery in the action and whether or not such documents or information have  
19 been designated hereunder. However, in the event of a dispute regarding such  
20 independent acquisition, a party wishing to use any independently acquired  
21 documents or information shall bear the burden of proving independent  
22 acquisition.

23 **IT IS SO ORDERED.**

24  
25  
26 Dated: October 20, 2016

\_\_\_\_\_/s/\_\_\_\_\_  
Honorable Jacqueline Chooljian  
United States Magistrate Judge

**Exhibit A**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

GOLD VALUE INTERNATIONAL  
TEXTILE, INC.,

Plaintiff,

v.

ROYAL CONCEPT; *et al.*,

Defendants.

Case No.: 15-CV-08656-SJO (JCx)  
Honorable S. James Otero Presiding  
Referred to Honorable Jacqueline  
Chooljian

DISCOVERY MATTER

**STIPULATED PROTECTIVE  
ORDER**

The undersigned hereby acknowledges that he/she has read the  
STIPULATED PROTECTIVE ORDER entered in the above captioned litigation,  
and that he/she fully understands and agrees to abide by the obligations and  
conditions thereof.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)